

#### Section 10.06

**Remedies.** In the event that Seller delivers hogs that fail to conform to the requirements of this Contract, then Buyer may, in addition to all other remedies available to Buyer, either reject or accept any non-conforming hogs. In the event that Buyer elects to accept non-conforming hogs, the price to be paid by Buyer to Seller for the non-conforming hogs shall be the cash price, as offered by Buyer at the plant of delivery, for similar hogs, on the day of delivery of such non-conforming hogs, subject to any applicable discounts under the then current discount program of Buyer's plant. In the event that Buyer pays the Contract price for any non-conforming hogs, Buyer, at its option, may deduct any overpayment against current and future amounts owed by Buyer to Seller under this Contract. Buyer shall also have the right to offset against current and future amounts owed to Seller under this Contract any and all damages sustained by Buyer as a result of Seller's breach of this Contract, including without limitation Seller's failure to deliver the quantity of hogs required under this Contract. In the event that Buyer has reasonable grounds to believe that Seller's ability to perform under this Contract is impaired then Buyer may in writing demand from Seller adequate assurance of due performance, and Buyer may suspend its performance under this Contract, if commercially reasonable to do so, until such adequate assurance is provided by Seller. If Seller fails to provide such adequate assurance within a reasonable time, not to exceed 30 days, then Buyer may terminate this Contract. The rights and remedies set forth in this Article 10 are non-exclusive and shall be in addition to any other rights or remedies that may be available to Buyer at law or in equity.

### **ARTICLE 11 - FORCE MAJEURE**

#### Section 11.01

**Force Majeure.** Seller shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes commercially impossible because of reasons beyond its control involving fire, explosion, strike, war, riot, final governmental regulations or intervention (specifically including any governmental intervention which mandates herd liquidation due to pseudorabies), and acts of God (each a "Force Majeure Event"). Similarly, Buyer shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes commercially impossible because of a Force Majeure Event involving its Marshalltown and/or Worthington facilities. Market conditions are specifically excluded from this provision. Also, hog health (e.g., PRRS, pneumonia, pseudorabies where herd liquidation is not government mandated, etc.) or management problems that may impact the production of the Market Hogs are specifically excluded from this provision. Once performance becomes commercially possible, the responsibilities and obligations of the parties shall resume again with full force and effect. Where either party claims an excuse for nonperformance under this Section, it must give prompt telephonic notice, promptly confirmed by written notice, of the occurrence and estimated duration of the Force Majeure Event to the other party; and shall give prompt written notice when the Force Majeure Event has been remedied and performance can recommence hereunder.